of whose prior equitable title he has, or ought to have, notice. *Weaver* v. *Barden*, 49 N. Y. 286. The general rule is that purchasers and pledgees of stock are under no obligation to look beyond the stock certificate. *Lowry* v. *Commercial and Farmers' Bank*, Fed. Cas., 8, 581; *Anglo-California Bank* v. *Grangers' Bank*, 63 Cal. 359; *Knox* v. *Eden Musee American Co.*, 74 Hun. (N. Y.) 483, 26 N. Y. Supp. 482; *Albert* v. *Savings Bank of Baltimore*, 1 Md. Ch. 407; *Salisbury Mills* v. *Townsend*, 199 Mass. 115. LOWELL, TRANSFER OF STOCK, § 112. The defendant in the principal case sought to rely upon this general rule but the court deemed it inapplicable, because of the fact that the secretary was not acting as the corporation's agent in his dealings with defendant. There are cases, however, where, although the corporate officer was acting within the apparent scope of his authority; yet the pledgee was not permitted to retain the shares. It seems that the courts look not alone to the authority, or lack of authority, of the corporate officer, but also to the duty of the pledgee to inquire as to the real character of the official position held by the pledgor, and the nature of the transaction whereby the certificates were transferred to him. *Farrington* v. *South Boston Ry. Co.*, 150 Mass. 406, 23 N. E. 109, 15 Am. St. Rep. 222, 5 L. R. A. 849; *Hall* v. *Rose Hill & Evanston Road Co.*, 70 Ill. 673; *Wright's Appeal*, 99 Pa. St. 425; *Walker* v. *Detroit Transit Ry. Co.*, 47 Mich. 338, 11 N. W. 187.

DAMAGES—BREACH OF WARRANTY ON RESALE.—Plaintiff bought of defendant a large amount of seeds warranted to be of a certain variety. It did not appear from the evidence whether or not notice was given defendant that plaintiff intended to resell. Plaintiff did resell to one Marsh with a like warranty; Marsh sold said seed to others and contracted to purchase the whole product of such seed. The seeds were not of the variety warranted, and plaintiff now seeks to recover from defendant, for breach of the warranty, the damages arising by reason thereof on such resale, setting up his liability on the warranty to his sub-vendee, Marsh. *Held*, the warranty to the original vendee, the plaintiff, was carried forward to the sub-vendee only in case the original vendor, the defendant, was given notice at the time the seeds were purchased from him, that they were purchased for resale. When the warranty is so carried forward the measure of damages for its breach is the difference in market value between the crop produced and such crop as the specified variety of seed would have produced under like conditions. *Buckbee* v. *Hohenadel, Jr. Co.* (C. C. A., 1915), 224 Fed. 14.

The limitation on the recovery for breach of warranty in case of resale of seeds, viz., that such recovery will be allowed only in case the original vendor was notified at time of purchase from him that the seeds were bought for resale, is authoritatively announced in this case for the first time. The court quotes the following from SUTHERLAND, DAMAGES, (3rd Ed.) 675: "Where seeds are sold with a warranty that they are of a kind identified by a particular name, with notice that the purchaser intends to sell them again to persons who will purchase for the purpose of sowing them, if the warranty is untrue there seems to be no difference in principle as to the subject of damages between such a sale and one with such warranty where the

purchaser is known to buy for the purpose of sowing them himself." Adopting the limitation thus rather suggested than positively stated by Mr. SUTHERLAND, the court says: "The crucial inquiry was of defendant's understanding of such purpose of direct resale to the grower." The only authority SUTHERLAND cites in laying down the rule so limited is *Randall* v. *Raper*, El. B. & El. 84, reference to which fails to reveal any such limitation. Nor do any of the cases which allow recovery in case of resale of seeds place this limitation upon the rule. See *Henley* v. *Woodcock*, 1 F. & F. 532; *Passinger* v. *Thorburn*, 34 N. Y. 634; *Lovegrove* v. *Fisher*, 2 F & F., 128; and for the same rule applied to other merchandise see *Reggio* v. *Braggiotti*, 61 Mass. 166; *F. Hammar Paint Co.* v. *Glover*, 47 Kan. 15. Mr. MAYNE does not place this limitation on the rule. MAYNE, DAMAGES, (6th Ed.), p. 201. The principles of damages do not call for any such limitation, for the fact that the seeds are planted by a sub-vendee cannot increase the original vendor's liability. The vendee is not allowed to recover any of the expenses incident to such resale, but merely the difference between the crop values of the seeds warranted and those grown. Notice of intended resale is required only where the vendor seeks to recoup himself for special damages sustained by reason of the sale itself. That the rule as limited by the court in the instant case seriously detracts from the effectiveness of the well established rule announced in *Randall* v. *Raper*, supra, seems incontrovertible.

EVIDENCE — CORPORATION'S PRIVILEGE AGAINST SELF-INCRIMINATION.—The defendant corporation was indicted. Supoena duces tecum issued against the chief clerk of its legal department ordering him to produce documents and records of the defendant corporation which were in his custody to be used in preparing the defense. His refusal was based upon the corporation's right to privilege against self-incrimination under the Federal Constitution. *Held*, "the right under the fifth amendment to refuse to incriminate oneself is purely a personal privilege of an individual witness, and is not without the aid of the fourth amendment to be extended to a corporation defendant." *United States* v. *Philadelphia & R. Ry. Co.* (D. C. 1915), 225 Fed. 301.

This case seems to extend the doctrine which was announced by the court in the case of *Hale* v. *Henkle*, 201 U. S. 43, 26 Sup. Ct. 370, 50 L. Ed. 652. In that case, while investigation was in progress against the corporation of which Hale was an officer, he claimed the privilege because the documents and papers ordered to be produced might tend to incriminate *him*. Insofar as it is relied upon to support the view that an officer cannot claim the privilege of the corporation to protect himself, *Hale* v. *Hinkle*, supra, is good law; but whether it is authority for the further proposition that the *corporation* cannot claim the privilege, is questionable. The principal case directly involves this latter question, for the defendant corporation took the only avoidable means of claiming its privilege; namely, through its officer; but in arriving at the conclusion that the corporation is not protected under the fifth amendment, the court relies chiefly upon *Hale* v. *Henkle*, supra, and cases of a similar nature. *Wilson* v. *United States*, 221 U. S. 361, 31 Sup. Ct. 538, 55 L. Ed. 771, Ann Cas. 1912 D, 558; *Wheeler* v. *United States*, 226 U. S.